Thus a plaintiff prevented from applying for employment is not allowed to recover damages for loss of that opportunity. *Brown* v. *Cummings*, 7 Allen (Mass.) 507. The chance of promotion cannot be considered. *Richmond & Danville R. Co.* v. *Elliott*, 149 U. S. 266. The estimated winnings of a race horse are no element of damages. *Western Union Tel. Co.* v. *Crall*, 39 Kan. 580. The loss of a possible contract is too uncertain to be matter for compensation. *Beatty Lumber Co.* v. *Western Union Tel. Co.*, 52 W. Va. 410. The English cases, however, are more liberal in allowing recovery for uncertain damage. *Jacques* v. *Millar*, 6 Ch. D. 153; *Simpson* v. *London & North Western Ry. Co.*, 1 Q. B. D. 274. Recovery is denied in the American cases not because of remoteness; for the loss of opportunity to compete is an immediate consequence of the breach, reasonably within the contemplation of the parties when the contract was made. See *Adams Express Co.* v. *Egbert*, 36 Pa. St. 360. But see MAYNE, DAMAGES, 7 ed., 63. Nor is mere difficulty of ascertaining the amount, if damages certainly have accrued, a bar to recovery. *Wakeham* v. *Wheeler & Wilson Mfg. Co.*, 101 N. Y. 205. But the plaintiff seeking substantial damages must show that he has actually been damaged. This burden he does not sustain by showing that he may have been damaged. *Adams Express Co.* v. *Egbert*, *supra*. But proof of a reasonable certainty of success in the competition gives the right to substantial damages. *Texas & Western Tel. & Tel. Co.* v. *Mackenzie*, 81 S. W. 581 (Tex.).

INSURANCE — CONSTRUCTION AND OPERATION OF CONDITIONS — IMMEDIATE NOTICE OF LOSS. — The plaintiff was insured under a fire policy requiring him to give "immediate" notice of loss. He obtained knowledge of the loss one month, and sent notice two months, after the fire. The insurer knew of the fire as soon as the insured. *Held*, that the plaintiff may recover. *Will & Baumer Co.* v. *Rochester German Ins. Co.*, 140 N. Y. App. Div. 691.

A requirement of "immediate" notice in an insurance policy means notice within a reasonable time. *Solomon* v. *Continental Fire Ins. Co.*, 160 N. Y. 595. The word was rightly given this construction in order to make performance of the condition practicable. See *Edwards* v. *Baltimore Fire Ins. Co.*, 3 Gill (Md.) 176, 187. Notice was not given within a reasonable time in the principal case. *Burnham* v. *Royal Ins. Co.*, 75 Mo. App. 394; *Lake Geneva Ice Co.* v. *Selvage*, 36 N. Y. Misc. 212. Its result might be supported if the insurer's knowledge were relevant on the issue of the reasonableness of the time for giving notice. But it is not; for the criterion of a reasonable time for notification is the due diligence of the insured in getting and giving notice. *Niagara Fire Ins. Co.* v. *Scammon*, 100 Ill. 644. See *Ætna Life Ins. Co.* v. *Bethel*, 131 S. W. 523, 526 (Ky.). It may be urged that the purpose of the condition is accomplished when the insurer knows of the loss within the time set for notice from the insured. See *Ins. Co. of North America* v. *Brim*, 111 Ind. 281, 286. But such knowledge does not take the place of performance of the express condition. *Patrick* v. *Farmers' Ins. Co.*, 43 N. H. 621. But see *Omaha Fire Ins. Co.* v. *Dierks*, 43 Neb. 473, 482. The doctrine that conditions should be construed favorably to the insured does not sanction disregarding them entirely.

INSURANCE — CONSTRUCTION AND OPERATION OF CONDITIONS — WARRANTIES: STATUTORY RESTRICTIONS. — In an application for insurance, the applicant stated that the beneficiary was his wife, whereas she was really his mistress. This answer was made a warranty by the terms of the policy. A statute provided that all statements should be regarded as representations and should not void the policy unless material or fraudulently made. *Held*, that there can be no recovery, as the fact misrepresented is clearly material, and hence the statute does not apply. *Continental Casualty Co.* v. *Lindsay*, 69 S. E. 344 (Va.). See NOTES, p. 571.

INSURANCE — GUARANTY INSURANCE — NATURE OF CONTRACT: RELATION TO CONTRACT OF SURETYSHIP. — The defendant company executed a bond guaranteeing the faithful performance of a building contract. The terms of the contract provided that no extra work should be done, except by written order of the owner or architect. During the progress of construction, extras to a large amount were ordered orally. *Held*, that the unauthorized ordering of extras does not discharge the guarantor. *Hormel & Co.* v. *American Bonding Co.*, 128 N. W. 12 (Minn.). See NOTES, p. 568.

INTERSTATE COMMERCE — CONTROL BY STATES — DUTY OF RAILROADS TO FURNISH CARS ON REQUEST. — A federal statute put a general duty on railroads to furnish cars to a shipper upon reasonable request. A state statute specified the manner of the request and penalized the railroad at two dollars per day per car for delay. *Held*, that the state statute is a proper exercise of the police power, and that it does not interfere with the federal right to regulate interstate commerce. *Martin* v. *Oregon R. & Navigation Co.*, 113 Pac. 16 (Or.).

The states can undoubtedly, under their police power, make regulations which may affect interstate commerce, but the line between such regulations and unconstitutional interference is a very thin one. See COOLEY, CONST. LIM., 7 ed., 856. The right of a state to prohibit the importation of cattle from certain districts during specified months has been denied. *Railroad Co.* v. *Husen*, 95 U. S. 465. But the right to keep out cattle from those same districts unless certificates of the state authorities as to their condition are produced, there being no inconsistency with federal regulations, has been supported. *Reid* v. *Colorado*, 187 U. S. 137. A statute very like that in the principal case was said to transcend the state's police power and to impose an unconstitutional burden on interstate commerce because it allowed nothing to excuse the railroad for not furnishing the cars except "strikes or other public calamity." *Houston & Tex. Cent. R. Co.* v. *Mayes*, 201 U. S. 321. In all these cases the state statutes were really amplifications of the broader and more general terms of federal statutes covering the same ground. The exact limits of lawful legislation on this subject cannot be defined. The test of each statute must be its reasonableness. See *Houston & Tex. Cent. R. Co.* v. *Mayes*, 201 U. S. 321, 328.

INTERSTATE COMMERCE — INTERSTATE COMMERCE COMMISSION — REASONABLE RATES. — The Interstate Commerce Commission declared that an advanced rate on lumber between certain points was unreasonable because the long established lower rate had induced the growth of a large lumber industry, the profits of which would be destroyed by the advance. *Held*, that the commission has no power to declare the rate unreasonable on such a ground. *Southern Pacific Co. and Oregon & California R. Co.* v. *Interstate Commerce Commission*, 31 Sup. Ct. Rep. 288.

The commission left unconsidered the reasonableness of the new rate *per se*, and forbade the advance solely on the ground of injustice to capital invested upon the faith of the old rate. The commission itself has denied that hardship on the shipper is sufficient, alone, to make a rate unreasonable. *Oregon & Washington Lumber Mfrs. Ass'n* v. *Union Pacific R. Co.*, 14 Interst. C. Rep. 1, 14. But *cf. New Albany Furniture Co.* v. *M. J. & K. C. R. Co.*, 13 Interst. C. Rep. 594. And the federal courts have held that the commission has no power to rest the propriety of certain rates upon their effect in equalizing the advantages between various manufacturing zones. *Chicago, R. I. & P. Ry. Co.* v. *Interstate Commerce Commission*, 171 Fed. 680. The Supreme Court reversed this case, but its decision was based on the ground that the commission had in fact found the advanced rate unreasonable *per se*, and